

MS 3347

A G R E E M E N T
FOR
THE MAINTENANCE OF A PORTION OF INTERSTATE ROUTE 87
IN THE TOWN OF GREENWICH, CONNECTICUT

THIS AGREEMENT, made this 13th day of June, 1966 by and between the STATE OF CONNECTICUT (hereinafter referred to as "CONNECTICUT"), acting by and through Howard S. Ives, State Highway Commissioner (hereinafter referred to as "COMMISSIONER"), whose office is at 24 Wolcott Hill Road, Wethersfield, Connecticut, and THE PEOPLE OF THE STATE OF NEW YORK (hereinafter referred to as "NEW YORK"), acting by and through J. Burch McMorran, Superintendent of Public Works (hereinafter referred to as "SUPERINTENDENT"), whose office is in the Administration and Engineering Building, 1220 Washington Avenue, State Campus, Albany, New York, as follows:

WHEREAS, the location of Interstate Route 87 crossing a portion of the State of Connecticut has been established by mutual consent between NEW YORK and CONNECTICUT, as shown on the attached map entitled: "Proposed Location of Interstate Route 87, Harrison and North Castle, New York and Greenwich, Connecticut, January 1963", and

WHEREAS, the Commissioner, with the approval of the Attorney General and the Governor, is authorized to enter into agreements with the corresponding official of any adjoining state for surveys, plans, specifications and estimates for, and for the construction and maintenance of highways, bridges and approaches thereto, crossing the state line, all in accordance with Section 13a-3, Subsection (g) of the 1958 Revision of the General Statutes, Revised to 1966, and

WHEREAS, NEW YORK is authorized to enter into agreements with CONNECTICUT, for the survey, design, construction, supervision, inspection and

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maintenance of a portion of Interstate Route 87 located in the State of Connecticut, in accordance with the Statutes of the State of New York, Sec. 340-a and Sec. 10, Subd. 30, Highway Law, and

WHEREAS, NEW YORK and CONNECTICUT have entered into an Agreement entitled: "Agreement for Survey and Design of a Portion of Interstate Route 87 in the Town of Greenwich, Connecticut", dated April 20, 1964, and an Agreement entitled: "Agreement for Construction, Supervision and Inspection of a Portion of Interstate Route 87 in the Town of Greenwich, Connecticut", dated January 22, 1965, and

WHEREAS, a portion of Interstate Route 87, 1.33 miles in length crosses the northwest corner of the Town of Greenwich in the State of Connecticut, hereinafter referred to as CONN. I-87, and

WHEREAS, by reason of the fact that the major portion of Interstate Route 87 will lie within the State of New York, the parties are mutually agreed that it is in the best interest of both States that the State of NEW YORK shall assume the direction and supervision of all activities necessary to maintain the Interstate Route 87 project, acting in part as agent for CONNECTICUT as hereinafter provided.

NOW, THEREFORE, WITNESSETH, that the parties hereto do hereby agree as follows:

CONNECTICUT SHALL:

1. Permit NEW YORK to maintain CONN. I-87 from Station 290+50 to New York-Connecticut State Line, northerly to Station 360+90 at New York-Connecticut State Line, 1.33 miles, in the manner and to the extent as more particularly described in the provisions of this agreement.

2. Furnish to NEW YORK, the latest edition of the "State of Connecticut Highway Department, Maintenance Manual, Administration and Operation", dated

1960, as revised.

3. Furnish to NEW YORK, the necessary State of Connecticut Traffic Commission regulatory and informative signs to be erected by NEW YORK at approved locations in accordance with "Manual for Signing and Pavement Marking" of the National System of Interstate and Defense Highways.

4. Make semi-annual inspections with New York personnel of said CONN. I-87 for conformity to CONNECTICUT maintenance standards and policies. Any conditions resulting from the NEW YORK maintenance items set forth in paragraph number 9 which require correction will be reported through the COMMISSIONER to the SUPERINTENDENT.

5. Issue any and all permits for any work, excavation, or for the placement of any obstruction of substruction within, under, over, or upon said highway or bridge requested by others outside the scope of the maintenance responsibility. Prior to said issuance to inform the SUPERINTENDENT of any application and consider any suggestions the SUPERINTENDENT may make. Furnish NEW YORK with copies of the aforementioned permits.

6. Issue transportation permits for over-weight, over-height, over-length and over-width vehicles on CONN. I-87.

7. Perform all repair work resulting from accidents on CONN. I-87.

8. Perform all major repair or reconstruction work on CONN. I-87 and all maintenance items not specified in paragraph number 9 of this agreement. Major repairs on bridges would include replacement of bridge deck; replacement or repair of supporting beams, bents, and piling; replacement of wing-walls, backwalls, or any major member.

9. NEW YORK shall be responsible for:

A. Pavement maintenance including:

1. Surface treatment, where thickness of application is less than 1 inch, excluding resurfacing projects;

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2. Pavement repair - all types of pavement patching, including spray or skin patching, and correcting irregularities of pavement surface;
 3. Sub-sealing and mudjacking;
 4. Sealing cracks and joints;
 5. Pavement cleaning;
 6. Maintenance of emergency exits, entrances and official crossovers.

B. Shoulder and Ditch Maintenance including:

1. Grading;
2. Removal and Disposal of sod and surplus materials;
3. Placing material to fill ruts;
4. Stabilizing, when operation involves less than 2 inches in depth;
5. Surface treatment and maintenance of stabilized shoulders.

C. Snow and Ice Control including:

1. Plowing and removing;
2. Sanding;
3. Erection and maintenance of snow fences;
4. Snow and ice maintenance - miscellaneous items such as removal of snow and ice from ditches, culverts, bridges, signs, and other similar objects. Also removal of sand deposits resulting from application of winter abrasives.

D. Roadside maintenance including:

1. Cutting, trimming, removal, fertilization, spraying of trees, brush and planting;
2. Mowing of grass and weeds - manual, mechanical and chemical;
3. Landscaping-preparation of soil, fertilizing, seeding, planting, sodding, watering and maintenance necessary for initial growth - applicable only to items added after completion of initial CONN. I-87 construction contract - general care of all landscape items resulting from construction of CONN. I-87;

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4. Cleaning right-of-way of papers, cans, trash, etc.;
 5. Maintaining guide railing and posts - cleaning, painting, realigning, relaxing and tightening cables, replacement of posts, fittings, sections;
 6. Maintaining fence installed on project;
 7. Maintaining median barrier protection and appurtenances.

E. Traffic Control including:

1. Pavement marking;
2. Maintenance of road signs and delineators;
3. Installation of signs and delineators - after installation of original signing;
4. Replacement of any burned out luminaires where highway lighting may be used.

F. Structure Maintenance including:

1. Cleaning of bridge seats and expansion joints;
2. Washing down of deck, pier caps and bridge seats annually;
3. Resealing of pavement joints;
4. Patching of pavement;
5. Painting and repairing of bridge railing;
6. Maintaining stream channels and riprap;
7. Culvert and storm sewer maintenance.

The above items shall be performed by NEW YORK in accordance with American Association of State Highway Officials (AASHO) specifications, wherever applicable.

NEW YORK shall not be responsible for repair work to the above items resulting from accidents on CONN. I-87.

10. NEW YORK will report to CONNECTICUT any accident damage and damage or deterioration requiring major repair work which it finds during the

performance of the maintenance items set forth in paragraph number 9.

In case of damage by accident, NEW YORK will provide temporary protection until CONNECTICUT maintenance forces can take over.

11. That this Agreement shall become operative at 12:00 noon on the day CONN. I-87 is opened to traffic, and shall continue to be operative until amended as provided herein.

12. That this Agreement may be renegotiated and amended annually by Supplemental Agreement, upon written notice of either party sixty (60) days prior to July 1st.

13. That NEW YORK shall not sublet any portion of maintenance to others without the consent of CONNECTICUT.

14. That NEW YORK shall indemnify and save harmless CONNECTICUT, its officers, agents and employees from claims, suits, actions, damages and costs of every name and description resulting from the negligent performance of NEW YORK under this Agreement, including any supplements thereto, or resulting from the non-performance of NEW YORK of any of the covenants and specifications of this Agreement, including any supplements thereto, and such indemnity shall be deemed complied with by insurance coverage herein required.

15. That NEW YORK shall carry Public Liability Insurance for and in the name of the State of Connecticut with respect to all operations it performs, including the use of motor vehicles, for the duration of this Agreement and any Supplement thereto. NEW YORK shall carry for and in behalf of the State of CONNECTICUT (a) Regular Protective Public Liability Insurance providing for a limit of not less than One Hundred Fifty Thousand Dollars (\$150,000) for all damages arising out of bodily injuries to or death of one person,

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and subject to that limit for each person, a total limit of Five Hundred Thousand Dollars (\$500,000) for all damages arising out of bodily injuries to or death of two or more persons in any one accident or occurrence, and (b) Regular Protective Property Damage Liability Insurance providing for a limit of not less than One Hundred Fifty Thousand Dollars (\$150,000) for all damages arising out of injuries to or destruction of property in any one accident or occurrence and subject to that limit per accident, a total (or aggregate) limit of Five Hundred Thousand Dollars (\$500,000) for all damages arising out of injuries to or destruction of property during the policy period. To furnish to CONNECTICUT, on a form furnished by CONNECTICUT, certification of the herein required insurance.

16. That NEW YORK shall comply with the Regulations of the United States Department of Commerce (Title 15, Code of Federal Regulations, Part 8), issued in implementation of Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4, and Appendix A attached hereto, both of which are hereby made a part of this Agreement. Further, NEW YORK agrees and warrants that in the performance of this Agreement it shall not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion or national origin in any manner prohibited by the laws of the United States or of the State of Connecticut, Section 4-114a of the 1958 Revision of the General Statutes, Revised to 1966.

17. That CONNECTICUT and NEW YORK will perform the respective functions enumerated above without compensation from the other State.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above mentioned.

WITNESSES:

Joseph J. Gorman
Charlotte Biel

STATE OF CONNECTICUT

By *Howard S. Ives* (Seal)
Howard S. Ives
State Highway Commissioner

STATE OF NEW YORK

By *Walter M. Monahan* (Seal)
Superintendent of Public Works
of the State of New York

FOR THE STATE OF NEW YORK.

FOR THE STATE OF CONNECTICUT

APPROVED:

APPROVED BY:

Louis J. Lefkowitz
Louis J. Lefkowitz
Attorney General
Thomas Burke
Assistant Attorney General
Assistant Attorney General
Date: JUL 28 1966

Harold M. Mulvey
Harold M. Mulvey
Attorney General

Date: June 20, 1966

APPROVED BY:

APPROVED BY:

Nelson A. Rockefeller
Nelson A. Rockefeller
Governor
Date: September 12, 1966

John Dempsey
John Dempsey
Governor
Date: Jun 27, 1966

APPROVED:

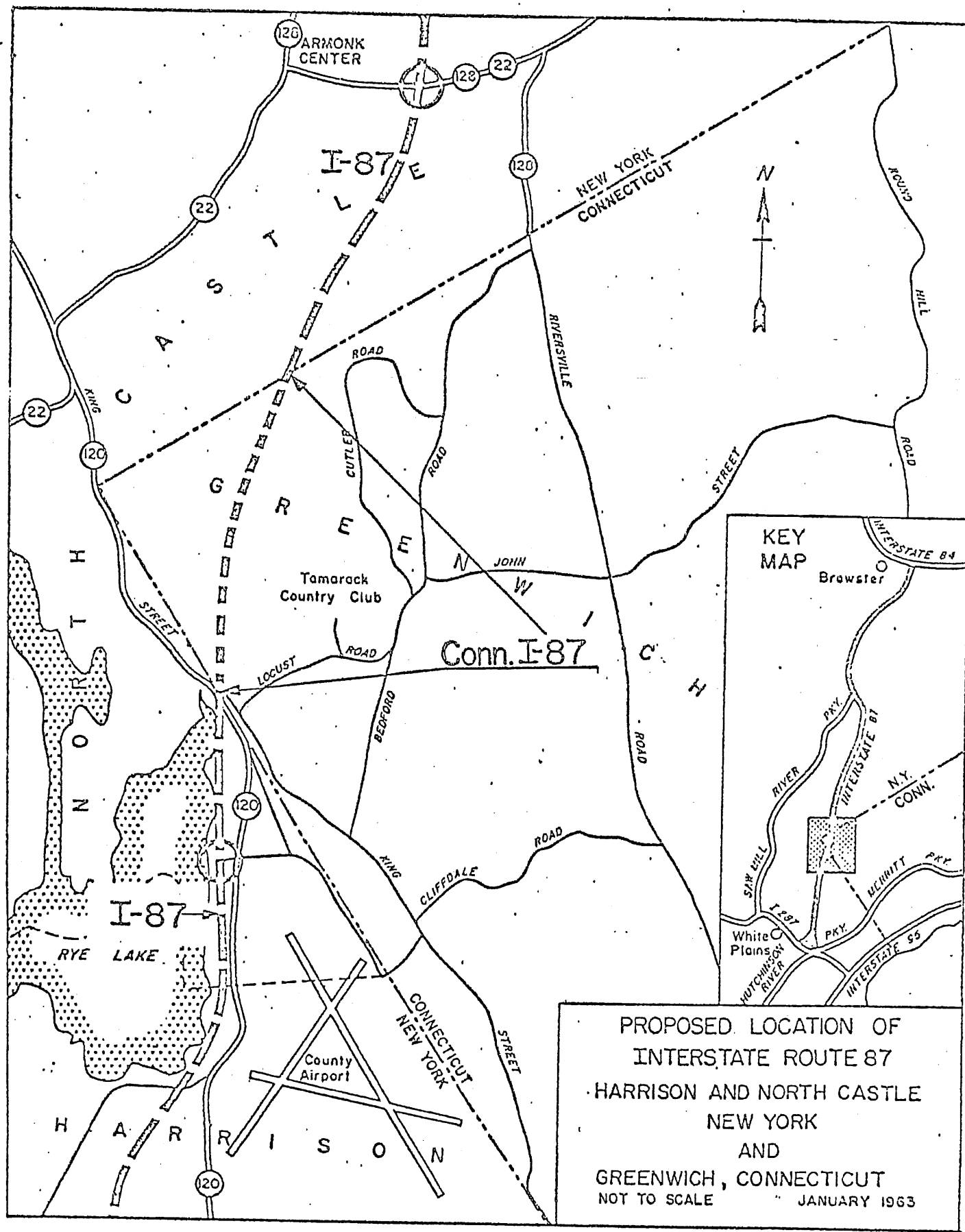
APPROVED AS TO FORM:

ARTHUR LEVITT
State Comptroller
By *J. J. Gorman*
For the Comptroller
Date: 9/20/66

Harold M. Mulvey
Harold M. Mulvey
Attorney General
Date: June 20, 1966

APPROVED BY:

George J. Conkling
George J. Conkling
Commissioner of Finance & Control
Date: JUN 17 1966



PROPOSED LOCATION OF
INTERSTATE ROUTE 87
HARRISON AND NORTH CASTLE
NEW YORK
AND
GREENWICH, CONNECTICUT
NOT TO SCALE " JANUARY 1963

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Note: Whenever the words "contract" and "contractor" appear hereinafter, such words are hereby deleted, being replaced by the words "Agreement" and "NEW YORK"

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

- (1) Compliance with Regulations: The contractor will comply with the Regulations of the Department of Commerce relative to nondiscrimination in federally-assisted programs of the Department of Commerce (Title 15, Code of Federal Regulations, Part 8, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by Section 8.4 of the Regulations, including employment practices when the contract covers a program set forth in Appendix A-II of the Regulations.
- (3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color or national origin.
- (4) Information and Reports: The contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as

may be determined by the State Highway Department or the Bureau of Public Roads to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department, or the Bureau of Public Roads as appropriate, and shall set forth what efforts it has made to obtain the information.

- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Bureau of Public Roads may determine to be appropriate, including, but not limited to,

- (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
- (b) cancellation, termination or suspension of the contract, in whole or in part.

- (6) Incorporation of Provisions: The contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the State Highway Department or the Bureau of Public Roads may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United State to enter into such litigation to protect the interest of the United States.